

STANDARD
COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT
BETWEEN
COMMANDER, NAVAL METEOROLOGY AND OCEANOGRAPHY COMMAND
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

AGREEMENT ADMINISTRATORS:

COMMANDER, NAVAL METEOROLOGY AND OCEANOGRAPHY COMMAND
(COMNAVMETOCOM):

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Program Manager:	Mrs. Barbara Reed, NAVOCEANO N34, 228-688-5894
Technical Manager:	Mr. Jan Depner, NAVOCEANO N6, 228-688-5609

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION:

Preferred Contact: Mr. Shannon Byrne, 401-847-4210

AGREEMENT TITLE: STANDARD COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT
(CRADA) BETWEEN COMNAVMETOCOM AND SCIENCE APPLICATIONS INTERNATIONAL
CORPORATION

AGREEMENT NUMBER: NCRADA-CNMOC-00-006

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Standard
Cooperative Research and Development Agreement
between
Commander, Naval Meteorology and Oceanography Command
and
Science Applications International Corporation

Article 1. INTRODUCTION

Under authority of the Federal Technology Transfer Act of 1986 (Public Law 99-502, 20 October 1986, as amended), the Commander, Naval Meteorology and Oceanography Command (COMNAVMETOCCOM) and Science Applications International Corporation (SAIC), Marine Systems, do hereby agree and do enter into this COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT, which shall be binding upon both Partners and their assigns according to the clauses and conditions hereof and for the term and duration set herein.

Article 2. SUMMARY

COMNAVMETOCCOM possesses leading-edge technical skills in processing physical and geophysical oceanographic as well as collecting and depicting multi-beam sonar data throughout the world's oceans. These technical skills are critical to developing and maintaining the highest quality oceanographic imagery products for the Navy fleet.

SAIC scientists and engineers work to solve complex technical problems in the areas of Maritime and Transportation as well as other industries such as Energy - Oil & Gas, Energy - Utilities, Environment, Financial Services, Health Care, Law Enforcement, National Security, Space, and Telecommunications.

The purpose of this CRADA is to facilitate the transfer of technology between COMNAVMETOCCOM and SAIC to develop an oceanographic post-survey processing capability for the Navy and private industry. The resulting post-survey processing capability will greatly lower the turn-around time, between data collection and database storage, for the Navy and private industry by providing multi-beam sonar data, with associated horizontal and vertical errors.

Article 3. BACKGROUND

The Federal Technology Transfer Act of 1986, as amended, provides for making Federal Laboratories' developments accessible to private industry, and to state and local governments, and for the improvement of economic, environmental and social well-being of the United States by stimulating the civil utilization of Federally-funded technology developments.

COMNAVMETOCCOM, through the Naval Oceanographic Office (NAVOCEANO), has created METOC software programs, models, and analysis techniques that can be of use to the private sector. NAVOCEANO, as a result of continuing technical programs, has created leading edge technology in oceanographic data survey techniques, which are critical to developing and maintaining a state of the art oceanographic products service for the Navy fleet, and in keeping with the Federal Technology Transfer Act, desires to make this expertise and technology available for use in the private sector.

SAIC, the largest U.S. employee-owned research and engineering company, is a diversified high-technology research and engineering company. SAIC

offers a broad range of expertise in technology development and analysis, computer system development and integration, technical support services, and computer hardware and software products.

Therefore, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the Partners agree to the foregoing objectives and recitals and further agree as follows:

Article 4. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings and are equally applicable to both singular and plural forms of the terms defined:

4.1 "Agreement" means this Cooperative Research and Development Agreement (CRADA).

4.2 "Computer Software" means a combination of associated computer instructions and computer data definitions required to enable computer hardware to perform computational or control functions. Computer programs and computer databases are included.

4.3 "Computer Software Documentation" means data including computer listings and printouts in human-readable form which (a) documents the design or details of computer software, (b) explains the capabilities of the software, or (c) provides operating instructions for using the software.

4.4 "Cooperative Research" means research performed under this Agreement pursuant to the objectives, scope and responsibilities, and statement of work by COMNAVMETOCCOM or SAIC alone or working together.

4.5 "Data" means recorded information of any kind of a scientific or technical nature, regardless of the form or method of the recording.

4.6 "Government" means the Government of the United States of America.

4.7 "Government Purpose License Rights" (GPLR) means the right to use, duplicate, or disclose Data, in whole or in part and in any manner, for Government purposes only, and to have or permit others to do so for Government purposes only. Government purposes include competitive procurement, but do not include the right to have or permit others to use Data for commercial purposes.

4.8 "Invention" means any invention or discovery which is or may be patentable under Title 35 of the United States Code.

4.9 "Made", when used in relation to any Invention, means the conception or first actual reduction to practice of such Invention.

4.10 "Partner(s)" means the Navy participant(s) and/or the Non-Navy participant(s).

4.11 "Patent Application" means U.S. or foreign patent application, continuation, continuation-in-part, divisional, reissue and/or reexamination on any Subject Invention.

4.12 "Property" means all property, both real and personal. It includes facilities, material, special tooling, special test equipment, and agency-peculiar property.

4.13 "Proprietary Information" means information which embodies trade secrets developed at private expense or business commercial or financial information that is privileged or confidential provided that such information:

- (a) is not known or available from other sources without obligations concerning its confidentiality;
- (b) has not been made available by the owners to others without obligation concerning its confidentiality;
- (c) is not already available to the Government without obligation concerning its confidentiality; and,
- (d) has not been developed independently by persons who had no access to the Proprietary Information.

4.14 "Restricted Access Information" means Subject Data generated by COMNAVMETOCCOM that would be Proprietary Information if the information had been obtained from a non-Federal Party participating in a CRADA (15 U.S.C. Section 3710a). Under 15 U.S.C. Section 3710a(c)(7)(B), the Partners may mutually agree to provide appropriate protection of Restricted Access Information against dissemination for a period of up to five (5) years after development of the information.

4.15 "Subject Data" means all Data first produced in the performance of work under this Agreement.

4.16 "Subject Invention" means any Invention Made in the performance of work under this Agreement.

4.17 "Unlimited Rights" means the right to use, duplicate, release or disclose Data or Computer Software in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

Article 5. OBJECTIVES

The objective of this Agreement is to produce a suite of interoperable multibeam sonar and imagery data processing tools that will, in a post-survey mode, efficiently clean and allow operators to quality control high-resolution multibeam sonar data. NAVOCEANO and SAIC will cooperate in the development of a post-survey capability that can be utilized by NAVOCEANO as well as by the private sector for oceanographic survey purposes.

5.1 Specifically, the following will be accomplished:

5.1.1 NAVOCEANO will develop, maintain, and document:

- 1) their Bin-Index (PFM (Pure File Magic)) data structure, and I/O libraries;
- 2) the interface between the NAVOCEANO PFM data structure and the full resolution GSF files;
- 3) NAVOCEANO's UNISIPS imagery data structure and I/O libraries, imagery raw data, mosaic, and automatic target editing and visualization tools;
- 4) the interface between NAVOCEANO's Area-based editor and the UNISIPS imagery files;

- 5) NAVOCEANO's automatic data cleaning module; and
- 6) NAVOCEANO's multibeam horizontal and vertical error computation module.

5.1.2 SAIC will:

- 1) develop, maintain and document the interface between SAIC's Survey Analysis Toolkit (SAT) and NAVOCEANO's PFM data structure;
- 2) provide, maintain and document existing SAIC GSF processing tools;
- 3) integrate NAVOCEANO's area-based editor into SAT; and
- 4) develop, maintain, and document the interface between SAT and NAVOCEANO's UNISIPS.

5.1.3 Both partners will jointly develop:

- 1) Data processing procedures using the completed toolkit.
- 2) The CRADA Project Management Plan will be jointly developed by both partners, signed, and updated by the Program Managers listed in Articles 6.2.1 and 6.2.2.

5.2 Upon completion of CRADA items 5.1.1 through 5.1.3, each partner expects to receive the following intellectual property rights:

5.2.1 NAVOCEANO will have a Government Purpose License in accordance with Article 4.7 to use the SAIC SAT modules that have been integrated with the government's contributions.

5.2.2 NAVOCEANO will grant SAIC non-exclusive rights to the government's intellectual property/contributions allowing SAIC to market their original modularized product with the integrated NAVOCEANO contribution.

Article 6. SCOPE AND RESPONSIBILITIES

6.1 Scope

As agreed herein, the Partners provide personnel, facilities, equipment and, if agreed, funds from SAIC to COMNAVMETOCCOM to perform the cooperative research and development specified in the summary, objectives and statement of work. Such efforts shall support the oceanography for battle support group mission of COMNAVMETOCCOM. The Partners shall provide personnel knowledgeable in sonar and imagery data processing technology. The Partners shall develop a post survey processing capability as a potential commercial application of their contributing technologies.

6.2 Responsibilities

6.2.1 COMNAVMETOCCOM Personnel, Facilities and Equipment

The work performed by COMNAVMETOCCOM will be performed under the program guidance of Mrs. Barbara Reed, NAVOCEANO Code N34, who as the COMNAVMETOCCOM Program Manager (COMNAVMETOCCOM PM) and Mr. Jan Depner, NAVOCEANO Code N6, who as the COMNAVMETOCCOM Technical Manager have the responsibility for the scientific and technical conduct of this project within the facilities of COMNAVMETOCCOM or performed on behalf of COMNAVMETOCCOM by third parties in support of this Agreement. SAIC representatives who may perform experiments at NAVOCEANO will be supervised by the SAIC PM in accordance with Article 13.2.2.

6.2.2 SAIC Personnel, Facilities and Equipment

The work performed by SAIC will be performed under the program guidance of Mr. Shannon Byrne, who as the SAIC Program Manager (SAIC PM) has the responsibility for the scientific and technical conduct of this project within the facilities of SAIC or performed on behalf of SAIC by third parties in support of this Agreement. NAVOCEANO representatives who may perform experiments at SAIC will be supervised by the NAVOCEANO PM in accordance with Article 13.2.2.

Article 7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of COMNAVMETOCCOM

COMNAVMETOCCOM hereby represents and warrants to SAIC as follows:

7.1.1 COMNAVMETOCCOM is a Federal "laboratory" of the U.S. Navy, wholly owned by the U.S. Government, and whose substantial purpose is the performance of research, development, or engineering by employees of said Government (15 U.S.C. Section 3710a(d)(2)(A)).

7.1.2 The performance of the activities specified by this Agreement is consistent with the mission of COMNAVMETOCCOM.

7.1.3 The Official executing this Agreement has the requisite authority to do so.

7.1.4 COMNAVMETOCCOM makes no express or implied warranty as to the conditions of research or any Invention or product, whether tangible or intangible, made or developed under this Agreement, or the merchantability, or fitness for a particular purpose of the research or any Invention or product. COMNAVMETOCCOM shall however, to the extent possible, pass to SAIC any available warranty provided to COMNAVMETOCCOM for any item obtained by COMNAVMETOCCOM from a third party and provided to SAIC under this agreement.

7.2 Representations and Warranties of SAIC

SAIC hereby warrants and represents to COMNAVMETOCCOM as follows:

7.2.1 SAIC, as of the date hereof, is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

7.2.2 SAIC has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof.

7.2.3 The Board of Directors and stockholders of SAIC have taken all actions required to be taken by law, its Certificate or Articles of Incorporation, its bylaws or otherwise, to authorize the execution and delivery of agreements such as this Agreement.

7.2.4 The execution and delivery of this Agreement does not contravene any material provision of, or constitute a material default under any material agreement binding on SAIC or any valid order of any court, or

any regulatory agency or other body having authority to which SAIC is subject.

7.2.5 SAIC is not presently subject to debarment or suspension by an agency of the Government. Should SAIC be debarred or suspended, SAIC will so notify COMNAVMETOCCOM, who may elect to terminate the Agreement.

7.2.6 SAIC is not directly or indirectly controlled by a foreign company or government (Executive Order 12591, Section 4.(a)).

7.2.7 SAIC is not a small business as defined in 15 U.S.C. Section 632 and implementing regulations (13 C.F.R. Section 121.101 et seq.) of the Administrator of the Small Business Administration. In simplest terms, this means fewer than 500 employees (see 13 C.F.R. Section 121.601).

7.2.8 SAIC makes no express or implied warranty as to the conditions of research or any Invention or product, whether tangible or intangible, made or developed under this Agreement, or the merchantability, or fitness for a particular purpose of the research or any Invention or product. SAIC shall however, to the extent possible, pass to COMNAVMETOCCOM any available warranty provided to SAIC for any item obtained by SAIC from a third party and provided to SAIC under this agreement.

Article 8. FUNDING

Each Partner will fund its own efforts.

Article 9. REPORTING AND PUBLICATIONS

9.1 SAIC Reports

SAIC shall submit one (1) annual written report(s) in SAIC's chosen format to COMNAVMETOCCOM for each year during the term of this Agreement on the anniversary of the effective date of this Agreement, on the progress of its work and the results being obtained, and shall make available to COMNAVMETOCCOM, to the extent reasonably requested, Subject Data produced by SAIC in sufficient detail to explain the progress of work under this Agreement. SAIC shall submit a final report of its results, including a listing of all Subject Inventions, to COMNAVMETOCCOM within four months after completing its performance under this Agreement.

9.2 COMNAVMETOCCOM Reports

COMNAVMETOCCOM shall submit one (1) annual written report(s) in COMNAVMETOCCOM's chosen format to SAIC for each year during the term of this Agreement on the anniversary of the effective date of this Agreement, on the progress of its work and the results being obtained, and shall make available to SAIC, to the extent reasonably requested, Subject Data produced by COMNAVMETOCCOM in sufficient detail to explain the progress of work under this Agreement. COMNAVMETOCCOM shall submit a final report of its results, including a listing of all Subject Inventions, to SAIC within four months after completing its performance under this Agreement.

9.3 Agreement to Confer Prior to Publication

During the effective period of this Agreement and not more than one (1) year thereafter, COMNAVMETOCCOM and SAIC agree to confer and

consult prior to the publication of Subject Data to assure that no Proprietary Information is released and that patent rights are not jeopardized. Prior to submitting a manuscript for review which contains the results of research under this Agreement, or prior to publication if no such review is made, each Partner shall be offered an ample opportunity to review such proposed publication and to file patent applications in a timely manner, if it is so entitled under this Agreement.

9.4 Classified or Militarily Critical Technologies (MCT) Information

All publications and presentations by SAIC of Subject Data must be unclassified material and must be cleared by COMNAVMETOCCOM for public release prior to presentation or publication to ensure that no classified, MCT (in accordance with the guidelines in the MCT List), or otherwise restricted data are included. If no objection is submitted by COMNAVMETOCCOM within 30 days of notice, SAIC may publicly release the materials.

Article 10. INTELLECTUAL PROPERTY

10.1 Data Rights

10.1.1 Ownership, Rights, Use and Protection of Subject Data

Each Partner shall have title to Subject Data generated by that Partner. Each Partner, upon request to the other Partner, shall have the right to review and to request delivery of any or all Subject Data and delivery shall be made to the requesting Partner within two weeks of the request.

SAIC shall have Unlimited Rights in all Subject Data generated by COMNAVMETOCCOM. Each Partner will hold in confidence and treat as company Proprietary Information all Restricted Access Information for a period up to five years, as mutually agreed between the Partners. In accordance with 15 U.S.C. Section 3710a(c)(7)(B), Restricted Access Information will be protected by COMNAVMETOCCOM from release under the Freedom of Information Act, 5 U.S.C. Section 552 as long as the information meets the definition of Restricted Access Information.

The Government shall have Unlimited Rights in all Subject Data generated by SAIC which is not Proprietary Information of SAIC. Subject Data which is not Proprietary Information of SAIC may be released by COMNAVMETOCCOM where such release is required pursuant to a request under the Freedom of Information Act (5 U.S.C. Section 552).

The Government shall have Government Purpose License Rights in any Subject Data furnished by SAIC to COMNAVMETOCCOM under this Agreement which is Proprietary Information. SAIC shall place a proprietary notice, in accordance with Article 10.1.3, on all information it delivers to COMNAVMETOCCOM under this Agreement which it asserts is proprietary. Subject Data which is Proprietary Information of SAIC shall be protected by COMNAVMETOCCOM from release under the Freedom of Information Act (FOIA) for as long as the data meets the definition of Proprietary Information. COMNAVMETOCCOM shall notify SAIC promptly of any such request for release of SAIC Proprietary Subject Data.

10.1.2 Ownership, Rights, Use and Protection of Non-Subject Data

Each Partner shall have title to non-Subject Data generated by that Partner.

SAIC shall have Unlimited Rights in all non-Subject Data provided under this Agreement by COMNAVMETOCCOM.

The Government shall have Unlimited Rights in all SAIC non-Subject Data which is provided under this Agreement and which is not Proprietary Information of SAIC. Non-Subject Data which is not Proprietary Information of SAIC may be released by COMNAVMETOCCOM where such release is required pursuant to a request under the Freedom of Information Act (5 U.S.C. Section 552).

COMNAVMETOCCOM shall use, reproduce and disclose any Proprietary Information that is non-Subject Data furnished by SAIC to COMNAVMETOCCOM under this Agreement only for the purpose of carrying out this Agreement, unless consent to other use or release is obtained from SAIC. SAIC shall place a proprietary notice, in accordance with Article 10.1.3, on all information it delivers to COMNAVMETOCCOM under this Agreement which it asserts is proprietary. Non-Subject Data which is Proprietary Information of SAIC shall be protected by COMNAVMETOCCOM from release under the Freedom of Information Act (FOIA) for as long as the data meets the definition of Proprietary Information. COMNAVMETOCCOM shall notify SAIC promptly of any such request for release of SAIC non-Subject Data.

10.1.3 Determination and Marking of Proprietary and Restricted Access Information

SAIC shall place a proper Proprietary notice on each page of all Subject and non-Subject Data it delivers to Commander, Naval Meteorology and Oceanography Command under this Agreement which SAIC asserts is Proprietary Information.

Restricted Access Information will be marked in a manner similar to the following:

"RESTRICTED ACCESS INFORMATION - TREAT AS PROPRIETARY TO SAIC".

COMNAVMETOCCOM will review all such designated Proprietary and Restricted Access Information. If, after consultation with SAIC, it is mutually agreed by both Partners that such designated information does not qualify as "Proprietary or Restricted Access Information" in accordance with the criteria of Articles 4.12 and 4.13, then SAIC will resubmit such information with markings as mutually agreed by the Partners. **If** mutual agreement cannot be reached, then this matter will be handled under the Disputes provision in Article 13.2.7.

10.2 Copyrights

10.2.1 Copyright by SAIC

SAIC may copyright works of authorship prepared pursuant to this CRADA that may be copyrighted under Title 17, U.S. Code.

10.2.2 Copyright License to the Government

SAIC grants a nonexclusive, nontransferable, irrevocable, royalty-free copyright license throughout the world in the exclusive rights in copyrighted works of authorship (17 U.S.C. Section 106) prepared pursuant to this Agreement to the Government for Government purposes, including the right to permit others to use this license for Government purposes.

10.2.3 Copyright Statement

SAIC shall include the following statement on any mask work or work of authorship created in the performance of this Agreement:

"The U.S. Government has a copyright license in this work pursuant to a CRADA with COMNAVMETOCCOM."

10.3 Patent Rights

10.3.1 Reporting of Subject Inventions

Employees of either Partner will report a Subject Invention to their employer within 90 days. Each Partner will notify the other Partner of a Subject Invention within 90 days of the report by its employee(s). After reporting the Invention to the other Partner, the Partner entitled to own the Subject Invention shall have 90 days in which to decide whether to file an application for Patent, and to notify the other Partner of the decision. If the entitled Partner declines, or upon the expiration of the 90 days without notification, the other Partner shall have an opportunity to file and take title to the Invention, subject to the retention of a nonexclusive, irrevocable, paid-up license to practice the Subject Invention or have the invention practiced throughout the world by or on behalf of the Partner whose employee(s) made the Subject Invention.

10.3.2 Subject Inventions Made Solely by One Partner

Each Partner shall be entitled to own the Subject Inventions of its employees. Each Partner hereby grants to the other Partner a nonexclusive, irrevocable, paid-up license to practice a Subject Invention made by employees of the granting Partner or have that Subject Invention practiced throughout the world by or on behalf of that other Partner. No nonexclusive license granted under this Agreement shall be assigned, licensed or otherwise disposed of except to the successor of that part of SAIC's business to which such license pertains.

10.3.3 Subject Inventions Made Jointly

Each Partner whose employee(s) contributed to the making of a jointly made Subject Invention shall have title, in the form of an undivided interest, in the Subject Invention. The Partners shall confer on all jointly made Subject Inventions to determine which Partner will file an application for Patent. If mutual agreement cannot be reached regarding title to jointly Made Subject Inventions, the matter of which Partner will file an application for Patent shall be considered to be in dispute, and shall be resolved in accordance with Article 13.2.7, Disputes.

10.3.4 Exclusive License Option

COMNAVMETOCCOM gives SAIC the option, to be exercised within 180 days after the filing of an Application for Patent, of acquiring an exclusive license in the Government's rights in any Subject Invention. An exclusive license will be in the field(s) of use (from North American Industry Classification System (NAICS) or Standard Industrial Classification (SIC) code list):

- 2349 Other Heavy Construction
 - 23491 Water, Sewage, and Pipeline Construction
 - 23492 Power and Communication Transmission Line Construction
- 4831 Deep Sea, Coastal, and Great Lakes Water Transportation
- 4883 Support Activities for Water Transportation
- 5112 Software Publishers
 - 51121 Software Publishers
- 5141 Information Services
- 5142 Data Processing Services
- 5413 Architectural, Engineering, and Related Services
 - 54137 Surveying and Mapping Services
- 5415 Computer Systems Design and Related Services
 - 54151 Custom Computer Programming Services
- 5416 Management, Scientific, and Technical Consulting Services
 - 54162 Environmental Consulting Services

and subject to a reasonable royalty. All exclusive licenses granted in Subject Inventions are subject to the reservation of a nonexclusive, irrevocable, paid-up license to practice a Subject Invention Made by employees of the Government or have that Subject Invention practiced throughout the world by or on behalf of the Government.

10.3.5 Both Partners Decline to File Patent Application

In the event both Partners decline to file a Patent Application, the Government will renounce its entitlement and leave all rights to the inventor(s) who may retain ownership of the Invention, subject to the granting to the Partners of a nonexclusive, irrevocable, paid-up license to practice the Invention or have the Invention practiced throughout the world by or on behalf of each Partner. SAIC may, at their sole discretion, renounce its entitlement and leave all rights to the inventor(s) who may retain ownership of the Invention, subject to the granting to the Partners of a nonexclusive, irrevocable, paid-up license to practice the Invention or have the Invention practiced throughout the world by or on behalf of each Partner.

10.3.6 Copies and Inspection

Not later than 30 days after filing, each Partner shall provide the other Partner with copies of any Patent Applications it files on any Subject Invention along with the right to inspect and make copies of all documents in the patent application or other intellectual property application files. Each Partner shall provide notice not less than 10 days prior to actually exercising its right to inspect and copy such patent application documents.

10.3.7 Confirmatory Nonexclusive License Agreement

For each nonexclusive license granted under this Agreement, each Partner shall provide to the other Partner the Confirmatory License Agreement in Appendix B.

Article 11. PROPERTY

11.1 Title to Pre-Existing Facilities and Equipment

The term "Property" as used in this Article 11 shall be as defined in Article 4 of this Agreement, and shall specifically exclude any software or firmware which is subject to Article 10, of this Agreement. Each Partner shall retain title to all its pre-existing property, facilities, equipment or other resources provided under the Agreement.

11.2 Items Purchased by Partners

Each Partner shall retain title to all property, facilities, equipment or other resources which they purchased. Property purchased by the Government with SAIC's funds shall be Government Property.

11.3 Title to Developed Property

All equipment developed under this Agreement shall be the property of the developing Partner. Jointly developed equipment having components provided by both Partners shall be the property of the Government. Jointly developed equipment having all components provided by SAIC shall be the property of SAIC.

11.4 Property Costs

During the period of and upon completion of this Agreement, each Partner shall be responsible for all costs of maintenance, removal, storage, repair, and shipping of all equipment to which it retains title.

11.5 Disposal of Property

Disposal of property will be in accordance with applicable disposal laws and regulations.

Article 12. LIABILITIES

12.1 Government Liability

The Government's responsibility for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his office or employment will be in conformance with the Federal Tort Claims Act (28 U.S.C. Section 2671 et seq.). Except as provided by the Federal Tort Claims Act, the Government shall not be liable to SAIC for any claims whatsoever, including loss of revenue, profits, or other indirect or consequential damages.

12.2 Indemnification by SAIC

SAIC holds the Government harmless and agrees to indemnify the Government for all liabilities, claims, demands, damages, expenses, and losses of any kind other than patent infringement arising out of the

performance by SAIC or other entity acting on behalf of or under the authorization of SAIC under this Agreement. The word "other" does not include the COMNAVMETOCCOM or "employee of the Government while acting within the scope of his office or employment" as used in Article 12.1. The Partners acknowledge that they are responsible for the negligent acts of their employees.

12.3 Force Majeure

No Partner shall be liable for the consequences of any unforeseeable force majeure event that (1) is beyond their reasonable control, (2) is not caused by the fault or negligence of such Partner, and (3) causes such Partner to be unable to perform its obligations under this Agreement. In the event of the occurrence of a force majeure event, the Partner unable to perform shall, within 72 hours after recognition of the occurrence of a force majeure event, notify the other Partner. It shall further pursue its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

Article 13. GENERAL PROVISIONS

13.1 Characteristics of the Agreement

13.1.1 Entire Agreement

This Agreement constitutes the entire agreement between the Partners concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.

13.1.2 Severability

The illegality or invalidity of any provisions of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.

13.1.3 Headings

Titles and headings of the sections and subsections of this Agreement are for convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

13.2 Agreements between Partners

13.2.1 Governing Laws

The Partners agree that United States Federal Law shall govern this Agreement for all purposes.

13.2.2 Independent Contractors/Entities

The relationship of the Partners to this Agreement is that of independent contractors and not as agents of each other or as joint venturers or partners. Each Partner shall maintain sole and exclusive control over its personnel and operations.

13.2.3 Amendments

If any Partner desires a modification in this Agreement, the Partners shall, upon reasonable notice of the proposed modification by the Partner desiring change, confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a mutually agreeable written amendment is signed by the Agreement signatories or their successors.

13.2.4 Assignment/Subcontracting

13.2.4.1 If either Partner subcontracts or grants to a third Party any portion of the work to be accomplished under this Agreement, then the contracting Partner shall remain fully responsible for that portion of the work, and the subcontractor is not a Partner to the Agreement.

13.2.4.2 This Agreement shall not be assigned or otherwise transferred by any Partner without the prior written consent of the other Partner, except to the successor of that part of SAIC's business to which this Agreement pertains.

13.2.4.3 In the event that SAIC or its successors or assignees shall become, during the term of this Agreement, directly or indirectly controlled by a foreign company or government (Executive Order 12591, Section 4.(a)), then SAIC shall within 72 hours notify COMNAVMETOCCOM to that effect. If SAIC becomes foreign-controlled during the term of this Agreement, COMNAVMETOCCOM, after consultation with the U. S. Trade Representative in accordance with Executive Order 12591, may cancel any option for an exclusive or partially exclusive license to a Subject Invention and may terminate any exclusive or partially exclusive licenses of patents in Subject Inventions entered into which the Government has title, and which have been licensed under this Agreement.

13.2.5 Termination

13.2.5.1 Termination by Mutual Consent

SAIC and COMNAVMETOCCOM may elect to terminate this Agreement at any time by mutual consent. In such event the Partners shall specify the disposition of all Subject Inventions and other results of work accomplished or in progress, arising from or performed under this Agreement, and they shall specify the disposal of all property in a manner consistent with this Agreement, any license hereunder and the property disposal laws and regulations.

13.2.5.2 Unilateral Termination

Either Partner may unilaterally terminate this entire Agreement at any time by giving the other Partner written notice, not less than thirty (30) days prior to the desired termination date. If SAIC unilaterally terminates this Agreement, any option for an exclusive or partially exclusive license to a Subject Invention and any exclusive or partially exclusive license to a Subject Invention entered into by the Partners shall be simultaneously terminated unless the Partners agree to retain such option or exclusive license.

13.2.5.3 No New Commitments

Neither Partner shall make any new commitments after receipt of a written termination notice from the other Partner and shall, to the extent practicable, cancel all outstanding commitments by the termination date.

13.2.6 Notices

The names and telephone numbers of representatives duly authorized by COMNAVMETOCCOM for the purposes of negotiation and contract administration are:

Contractual Issues:	NAME:	Brenda S. Smith
	TITLE:	Technology Transfer Officer
	ADDRESS:	Naval Meteorology and Oceanography Command 1020 Balch Blvd. Stennis Space Center, MS 39529
	TEL:	228-688-5339
	FAX:	228-688-5743

Technical Issues:	NAME:	Barbara Reed
	TITLE:	Program Manager
	TEL:	228-688-5894
	FAX:	228-688-4639

The names and telephone numbers of representatives duly authorized by SAIC for the purposes of negotiation and contract administration are:

Contractual Issues:	NAME:	John Hobgood
	TITLE:	Sr. Contracts Representative
	ADDRESS:	Science Applications International Corporation 221 Third Street Newport, RI 02840
	TEL:	401-848-4744
	FAX:	401-848-0152

Technical Issues:	NAME:	Shannon Byrne
	TITLE:	Systems Engineer
	TEL:	401-848-4723
	FAX:	401-848-0152

Any Partner may change such address by notice given to the other Partner in the manner set forth above.

13.2.7 Disputes

13.2.7.1 Settlement

COMNAVMETOCCOM and SAIC agree to use all reasonable efforts to reach a fair settlement of any dispute. If such

efforts are unsuccessful, remaining issues in dispute will be referred to the signatories or their successors for resolution. If a dispute continues, the remaining issues may be submitted to the Chief of Naval Research and the Executive Vice President for Research & Development of SAIC or their designees, for resolution. Nothing in this Agreement is intended to prevent SAIC from pursuing disputes in a Federal Court of competent jurisdiction.

13.2.7.2 Continuation of Work

Pending the resolution of any dispute or claim pursuant to this Article, the Partners agree that performance of all obligations under this Agreement may not be diligently pursued. The parties shall make good faith efforts to resolve any dispute or claim within sixty (60) days.

13.2.8 Waivers

None of the provisions of this Agreement shall be considered waived by any Partner unless such waiver is given in writing to the other Partner. The failure of any Partner to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law shall not be deemed a waiver of any right of any Partner hereto.

13.2.9 Use of Name or Endorsements

Except as provided for in Article 10.2.3, SAIC shall not use the name of COMNAVMETOCOM or any other Government entity on any product or service which is directly or indirectly related to either this Agreement or any patent license or assignment associated with this Agreement without the prior approval of COMNAVMETOCOM. By entering into this Agreement, COMNAVMETOCOM does not directly or indirectly endorse any product or service provided, or to be provided, by SAIC, its successors, assignees, or licensees. SAIC shall not in any way imply that this Agreement is an endorsement of any such product or service.

13.3 Handling of Hazardous Substances

Each Partner shall be responsible for the handling, control, and disposition of any and all hazardous substances or waste in its custody during the course of this Agreement. At the conclusion of this Agreement, each Partner shall be responsible for the handling, control, and disposition of any and all hazardous substances or waste still in its possession. Each Partner shall obtain at its own expense all necessary permits and licenses as required by local, state, and federal law and shall conduct such handling, control, and disposition in a lawful and environmentally responsible manner.

13.4 Officials Not to Benefit

No member of or delegate to the United States Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

13.5 U.S. Competitiveness

SAIC agrees that any products, processes or services using intellectual property arising from the performance of this Agreement shall be manufactured substantially in the United States.

13.6 Public Release of this Agreement Document

This Agreement document is releasable to the public.

Article 14. EFFECTIVE DATE AND DURATION

14.1. This Agreement shall enter into force on the date of the last signature of the Partners.

14.2. This Agreement shall terminate three (3) years after its effective date, unless modified by mutual agreement of the Partners in accordance with Article 13.2.3, Amendments.

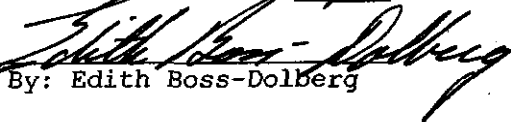
Article 15. SURVIVING PROVISIONS

The following eight (8) articles shall survive the termination of this Agreement:

- Article 4 Definitions
- Article 8 Funding
- Article 9 Reports and Publications
- Article 10 Intellectual Property
- Article 11 Property
- Article 12 Liabilities
- Article 13 General Provisions
- Article 15 Surviving Provisions

Article 16. SIGNATURES

Entered into this 4 day of October 2000, for SAIC


By: Edith Boss-Dolberg

Title: Vice President for Administration, Group Contracts Manager
Systems Engineering Group

Entered into this 11TH day of OCTOBER 2000, for the Department of the Navy


By: RADM Kenneth E. Barbor

Title: Commander, Naval Meteorology and Oceanography Command

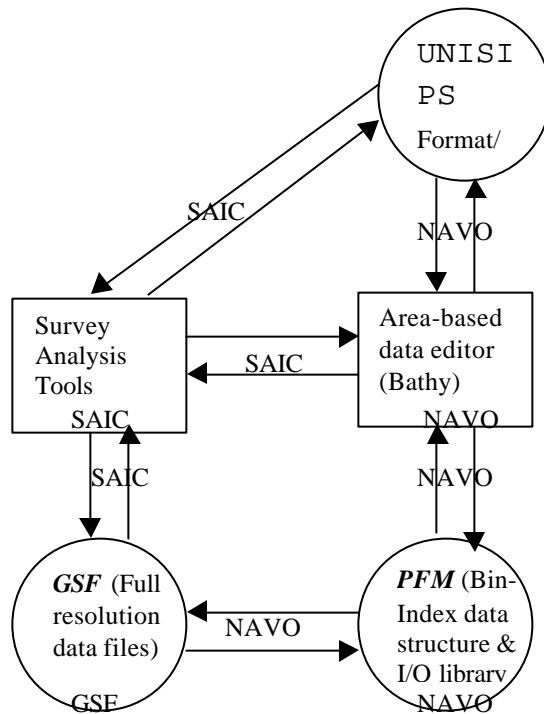
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APPENDIX A

STATEMENT OF WORK

Between
Naval Oceanographic Office (NAVOCEANO)
And
Science Applications International Corporation (SAIC)

Objective: To produce a suite of interoperable multibeam sonar and imagery data processing tools that will efficiently clean and allow operators to quality control high-resolution sonar data. All bathymetric data editing flags shall be stored in the original GSF (Generic Sensor Format) data files upon completion of processing. All modules shall operate on the Linux operating system. An overview of the envisioned processing structure is as follows:



Description of tasks:

1. NAVOCEANO will be responsible for completing the following tasks to establish a survey analysis, processing, editing and quality control:
 - a) Develop, maintain, and document NAVOCEANO's Bin-Index (aka PFM (Pure File Magic)) data structure, and I/O libraries.
 - b) Develop, maintain, and document the interface between the NAVOCEANO's PFM data structure and the full resolution NAVOCEANO GSF files.

- c) Develop, maintain, and document the area-based editor (initial prototype complete, final version currently contracted by NAVOCEANO, who will own the intellectual property rights).
 - d) Develop, maintain, and document the automatic data cleaning module (currently contracted by NAVOCEANO to BBN Technologies who will assign the intellectual property rights to NAVOCEANO).
 - e) Develop, maintain, and document the NAVOCEANO UNISIPS imagery data structure, I/O libraries, and documentation.
 - f) Develop, maintain, and document the interface between the NAVOCEANO Area-based editor (ABE) and NAVOCEANO UNISIPS imagery files.
 - g) Develop, maintain, and document the NAVOCEANO UNISIPS imagery raw data, mosaic, and automatic target editing and visualization tools
 - h) Develop and maintain the NAVOCEANO multibeam horizontal and vertical error computation module (NAVOCEANO will own intellectual property rights).
2. SAIC will be responsible for completing the following tasks to establish a survey analysis, processing, editing and quality control toolkit:
- a) Develop, maintain, and document the interface between the SAIC Survey Analysis Toolkit (SAT) and the NAVOCEANO PFM data structure.
 - b) Provide, maintain and document existing SAIC GSF processing tools.
 - c) Integrate the NAVOCEANO area-based editor into SAIC's SAT.
 - d) Develop, maintain and document the interface between SAIC's SAT and NAVOCEANO's UNISIPS.
3. If SAIC develops additional survey analysis toolkit (SAT) enhancements during the life of the CRADA, SAIC will provide NAVOCEANO with more favorable prices and discounts, delivery terms and conditions, than those contained in the GSA schedule.
4. Data Processing procedures using the integrated SAIC/NAVOCENAO software applications will be jointly developed by both partners.